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7 **UNITED STATES DISTRICT COURT**
8 **WESTERN DISTRICT OF WASHINGTON**
9 **AT SEATTLE**

10 JIUSAN GROUP TIANJIN SOYA SCIENCE AND
11 TECHNOLOGY CO. LTD., a Chinese corporation,

12 Plaintiff,

13 v.

14 ANGELAKOS LTD., ANGELAKOS (HELLAS)
15 S.A., HISPANIA GRAECA SHIPPING LTD.,
16 AFRICA GRAECA SHIPPING LTD.,

17 Defendant(s).

IN ADMIRALTY

No.

**DECLARATION OF BUCK FOWLER
JR.**

18 I, Buck Fowler, Jr., pursuant to 28 U.S.C. § 1746, declare as follows:

19 1. I am the Managing Member of Marine Lenders Services, LLC, with offices at
20 5350 30th Avenue NW, Seattle, Washington. I have experience as vessel owner, operator,
21 and broker, and I have served as the U.S. Marshal's deputy and substitute custodian for
22 vessels under arrest in this District.

23 2. I have read Local Admiralty Rule 135 pertaining to the custody of property
and am familiar with its provisions.

1 3. I am not a party to this action and have no interest in the outcome of this
2 action in which the vessel M/V AFRICA GRAECA, IMO No. 9221621 ("Vessel") is or will
3 be under arrest.

4 4. I am also familiar with the Vessel's size, type, construction material, and
5 apparent condition, and I have access to adequate facilities and supervision for and can safely
6 keep the same in place of the United States Marshal during the pendency of suit herein and
7 until further Order of this Court, and in this regard, I will provide legal liability insurance and
8 perform the normal and customary custodial services for the Vessel, including attending
9 mooring lines, bilge pumping as necessary, and providing locks and security, and guarding
10 during its custodianship at a charge of \$1,500.00 for the first 10 days, and \$500.00 per day
11 after the first 10 days for the Vessel. An additional monthly fee of \$642.00 (one month
12 minimum) will be charged for substitute custodian legal liability insurance.

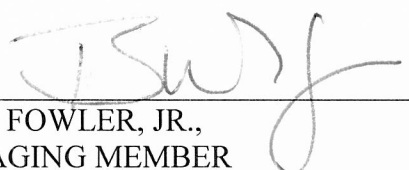
13 5. There will be an arrest fee not to exceed \$3,250.00 plus expenses. If not paid
14 directly by the Vessel, I will charge moorage at the rate currently charged at its present
15 location. The total charge for said services will be less than those charged by the United
16 States Marshal for providing such services through professional keepers. I will provide these
17 services and keep the Vessel secure at its current location, unless I determine that the Vessel
18 should be moved in order to safeguard and protect the Vessel, or minimize expenses and/or
19 maximize the sale price of the Vessel. In the event the Vessel needs to be moved, I will
20 notify the U.S. Marshal's office prior to movement and when they have been secured.

21 6. I am a beneficiary of a Marine General Insurance Policy issued by Great
22 American (Policy No. CL1932503366) with limits of \$2,000,000 for damage sustained by
23 third parties due to negligence committed during said custody.

1 7. I agree to accept substitute custodianship of the Vessel, its engines,
2 machinery, and appurtenances, etc., in accordance with the Order Appointing Substitute
3 Custodian.

4 I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE
5 UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT.

6 DATED this 4TH day of November, 2019.

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9 BUCK FOWLER, JR.,
10 MANAGING MEMBER
11 MARINE LENDERS SERVICES, LLC
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